

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

50071

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LLC



Order Filed on March 4, 2020  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

In Re:

SVETLANA LEKHNER

Case No.: 19-25447

Adv. No.:

Hearing Date: 12-12-19

Judge: JKS

AMENDED  
**ORDER FOR MONTHLY PAYMENTS AND STAY RELIEF UNDER CERTAIN  
CIRCUMSTANCES**

The relief set forth on the following pages, numbered two (2) is hereby **ORDERED**.

**DATED: March 4, 2020**

Honorable John K. Sherwood  
United States Bankruptcy Court

**Svetlana Lekhner**

**19-25447(JKS)**

**Order Providing for Monthly Payments for Stay Relief under Certain Circumstances**

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This matter having been brought on before this Court on motion for stay relief filed by John R. Morton, Jr., Esq., attorney for Mercedes-Benz Financial Services USA LLC, with the appearance of Kevin DeLyon, Esq. on behalf of the debtor, and this order having been filed with the Court and served upon the debtor and her attorney under the seven day rule with no objections having been received as to the form or entry of the order, and for good cause shown;

IT IS ORDERED:

1. That Mercedes-Benz Financial Services USA LLC is the holder of a first purchase money security interest encumbering a 2016 Mercedes-Benz C Class bearing vehicle identification number 55SWF4KB6GU134763 (hereinafter the "vehicle").
2. **Curing arrears:** At the hearing, through and including the 11-11-19 payment, the debtor was \$3180.40 in arrears to Mercedes-Benz Financial Services. The debtor shall cure those arrears by making cure payments to Mercedes-Benz Financial Services of \$1295.17 a month for six consecutive months, beginning 12-11-19. If the debtor fails to make any payment for a period of 30 days after it falls due (being the 11<sup>th</sup> day of each month), Mercedes-Benz Financial Services USA LLC shall receive stay relief to repossess and sell the vehicle by filing a certification of nonpayment and serving it upon the debtor and her attorney.
3. After curing arrears, the debtor shall make all retail installment contract payments to Mercedes-Benz Financial Services USA LLC when due, being the 11<sup>th</sup> day of each month. In the event the debtor fails to make any payment for a period of 30 days after it falls due, Mercedes-Benz Financial Services USA LLC shall receive stay relief to repossess and sell the vehicle by filing a certification of nonpayment and serving it upon the debtor and her attorney.
4. **Only one curable default permitted:** Only one curable default shall be permitted under this order. If the debtor defaults in making a payment a second time, Mercedes-Benz Financial Services USA LLC shall have immediate stay relief to repossess and sell the vehicle without any application to the court or notice to the debtor or her attorney.
5. The debtor shall maintain insurance on the vehicle in accordance with the terms of the retail installment contract. In the event of a lapse of insurance for any period of time without intervening coverage, Mercedes-Benz Financial Services USA LLC shall receive stay relief to repossess and sell the vehicle by filing a certification that insurance has lapsed with the court and serving it upon the debtor and her attorney.
6. The debtor shall pay to Mercedes-Benz Financial Services USA LLC through the plan, a counsel fee of \$431 which shall be paid by the trustee as an administrative priority expense.